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7 Television Stations, Inc., Twentieth
Century Fox Film Corp., and Fox
8 Broadcasting Company

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10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 WESTERN DIVISION

13 FOX TELEVISION STATIONS, INC.,
14 TWENTIETH CENTURY FOX FILM
CORP., and FOX BROADCASTING
COMPANY,

15 Plaintiffs,

16 v.

17 FILMON X, LLC, FILMON.TV, INC.,
18 FILMON.TV NETWORKS, INC.,
19 FILMON.COM, INC., ALKIVIADES
DAVID, and JOHN DOES 1-3,
inclusive,

20 Defendants.

21 Case No.: CV 12-6921-GW(JCx)
22 (consolidated with Case No. **CV 12-
6950-GW(JCx)**)

23 Hon. George H. Wu

**24 STIPULATED CONSENT
JUDGMENT AND PERMANENT
INJUNCTION**

25 NBCUNIVERSAL MEDIA, LLC, et al.

26 Plaintiffs,

27 v.

28 FILMON X LLC, et al.,

Defendants.

1 Pursuant to the Settlement Agreement reached between Plaintiffs and
2 Defendants, the foregoing stipulation of the Parties, and for good cause shown, the
3 Court hereby enters the following Stipulated Consent Judgment and Permanent
4 Injunction:

5 **STIPULATED CONSENT JUDGMENT AND PERMANENT INJUNCTION**

6 1. Defendants, its affiliated companies, and all of its officers, directors,
7 agents, servants, and employees, and all natural and corporate persons in active
8 concert or participation or in privity with any of them (collectively, the “Enjoined
9 Persons”) ARE HEREBY PERMANENTLY RESTRAINED AND ENJOINED
10 from streaming, transmitting, retransmitting, or otherwise publicly performing,
11 displaying, or distributing without Authorization any Copyrighted Programming
12 over the Internet (through websites such as filmon.com or filmonx.com), via web
13 applications (available through platforms such as the Windows App Store, Apple’s
14 App Store, the Amazon App Store, Facebook, or Google Play), via portable
15 devices (such as through application on devices such as iPhones, iPads, Android
16 devices, smart phones, or tablets), or by means of any device or process, and from
17 otherwise infringing, by any means, directly or indirectly, any of Plaintiffs’
18 exclusive rights under Section 106 of the Copyright Act with respect to
19 Copyrighted Programming. “Authorization” means and requires a written license
20 from the copyright holder.

21 2. “Copyrighted Programming” shall mean each of those television
22 programming works, or portions thereof, whether now in existence or later created,
23 including but not limited to original programming, motion pictures and newscasts,
24 in which the Plaintiffs, or any of them, (or any parent, subsidiary, or affiliate of any
25 of the Plaintiffs) owns or controls an exclusive right under the United States
26 Copyright Act, 17 U.S.C. §§ 101, et seq.

27 3. Violation of this Stipulated Consent Judgment and Permanent
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1 Injunction shall expose Defendants and all other persons bound by this Stipulated
2 Consent Judgment and Permanent Injunction to all applicable penalties, including
3 contempt of Court.

4. All claims and defenses in this action are hereby resolved by this
5 Stipulated Consent Judgment and Permanent Injunction.

6. This Court shall retain continuing jurisdiction over the Parties and the
7 action for purposes of construction, modification, and enforcement of this
8 Stipulated Consent Judgment and Permanent Injunction and/or enforcing the
9 Parties' Settlement Agreement.

10. All parties are to bear their own costs.

11. IT IS SO ORDERED.

13. SIGNED at Los Angeles, California, this 24th day of May, 2017.



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16 The Honorable George H. Wu
17 United States District Judge
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